

**UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF RHODE ISLAND**

MANNY CHUM	:	
	:	
<i>Plaintiff,</i>	:	
	:	
v.	:	
	:	C.A. No.: 1:18-cv-00684-JJM-LDA
PACIFIC UNION FINANCIAL, LLC and,	:	
GNMA II	:	
	:	MARCH 9, 2020
<i>Defendants.</i>	:	

**REQUEST FOR STATUS CONFERENCE AND/OR ORDER**

Defendant, Pacific Union Financial, LLC (“Defendant”), hereby respectfully requests the Court schedule a status conference in this matter to discuss the status of the litigation and correspondence sent by Plaintiff’s counsel to Nationstar Mortgage LLC dba Mr. Cooper (“Nationstar”) dated March 9, 2020, attached hereto as **Exhibit A**. Plaintiff accepted a trial loan modification on March 4, 2020. On March 9, 2020, counsel for Plaintiff, despite previously being directed by this Court to communicate with Nationstar through counsel, mailed to Nationstar correspondence under the guise of “Requests for Information” seeking information which is entirely unnecessary, irrelevant and inappropriate.

**DEFENDANT  
PACIFIC UNION FINANCIAL LLC**

By: /s/ Crystal L. Cooke  
Crystal L. Cooke (Bar No. 8773)  
Sandelands Eyet LLP  
1545 U.S. Highway 206, Suite 304  
Bedminster, NJ 07921  
Phone: (908) 470-1200  
Fax: (908) 470-1206  
Email: [ccooke@se-llp.com](mailto:ccooke@se-llp.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on March 9, 2020, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filling through the Court's CM/ECF System.

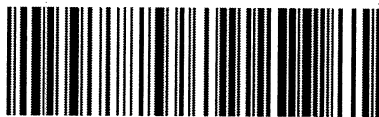
/s/ Crystal L. Cooke  
Crystal L. Cooke (ct28750)

# Exhibit A

John B. Ennis Esq.  
1200 Reservoir Avenue  
Cranston RI 02920

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**USPS CERTIFIED MAIL**



**9407 1108 9876 5055 4577 91**

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Nationstar Mortgage AKA Mr. Cooper  
Attn Request for Information  
PO Box 619098  
Dallas TX 75261-9741

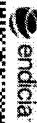


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**FIRST-CLASS**

Mar 09 2020

Mailed from ZIP 02920  
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**John B. Ennis**  
*Attorney at Law*  
**1200 Reservoir Avenue**  
**Cranston, Rhode Island 02920**

**Tel. (401) 943-9230**

**Fax (401) 679-0035**

March 9, 2020

Nationstar Mortgage  
Attn: Request for Information  
P.O. Box 619098  
Dallas TX 75261-9741

Client: Manny Chum  
Address: 115 Second Avenue  
Cranston, RI 02910  
Loan Number: [REDACTED]

**Re: Request for Information Pursuant to Section 1024.36 of Regulation X**

Dear Sir or Madam:

This is a Request for Information relating to your servicing of the mortgage loan of the above-named client. All references herein are to Regulation X of the Mortgage Servicing Act as amended by the Consumer Financial Protection Bureau pursuant to the Dodd Frank Act.

The written authority of the client to my law firm for this Request is attached hereto and incorporated herein by this reference.

Pursuant to Section 1024.36(c) of Regulation X, you must within five (5) days (excluding legal public holidays, Saturdays and Sundays) provide our office with a response to this Request acknowledging receipt of this information request.

Pursuant to Section 1024.36(d), you must respond no later than thirty (30) days (excluding legal public holidays, Saturdays and Sundays) after you receive this request for information.

Please provide the following information within the time periods noted herein:

- 1. Identify and briefly describe all loss mitigation options that were available to my client from the owner or assignee of my clients' mortgage loan.**
- 2. Provide any notices sent to my clients advising them of the availability of loss mitigation options.**

**3. For each loss mitigation application you have received from my clients since you have been servicer of the mortgage loan, identify the following:**

- a. the date it was received;**
- b. the date you sent my clients an acknowledgment of receipt of the application;**
- c. the date you determined it was complete;**
- d. description of your evaluation of it, including your determination of which loss mitigation options were or were not offered to my clients.**

**4. If any loss mitigation application you received from my clients are currently under review and is considered to be incomplete, provide a list of the additional documents and information my clients must submit to make the application complete, as well as any applicable deadline for returning such documents.**

**5. Identify any other documents or information not under the control of my clients needed to make the application complete.**

**6. If you have determined that a loan modification is not available to my clients because of a requirement or restriction imposed by the owner or assignee of my clients' mortgage loan, provide the following:**

- a. description of the requirement or restriction and the identity of the owner or assignee, including the name of any applicable trusts and trustees;**
- b. the document, or provision within the document, that contains the requirement or restriction, and information identifying the document sufficient to locate the document if it is publicly available;**
- c. a description of your actions to seek a waiver of the requirement or restriction;**
- d. any documents relating to your efforts to seek a waiver of the requirement or restriction, and whether such waiver request was approved or denied;**
- e. any summary information created or retained by you pertaining to short sales available to my clients and investor restrictions applicable to my clients' loan or loans pooled with their loan; and**
- f. any guidance provided to you by the owner or assignee pertaining to modifications applicable to my clients' loan.**

**7. If you have determined that a loan modification is not available to my clients because of a net present value calculation, provide:**

- a. the inputs used for the calculation; and
- b. the date the calculation was done.

8. If you have determined that a loan modification is not available to my clients because of excessive principal forbearance provide the figures used in reaching this determination, including the current unpaid principal balance, value of the property, gross monthly income, and monthly escrow payment.

9. If you have determined that a loan modification is not available to my clients, provide the figures and calculations used in reaching this determination, including the gross monthly income, monthly escrow payment, interest arrears, any other fees or charges to be capitalized, current unpaid principal balance, unpaid principal balance as of the date of any previous partial claim, and amount of any previous partial claim.

10. If you have determined that a loan modification is not available to my clients for any other reason(s), describe in detail the reason(s) for denial and provide documentation of any reason(s) for denial.

11. Provide any notices or documents you sent to my clients in relation to loss mitigation of my clients' loan from origination to the present time, including:

- a. any notices acknowledging receipt of any loss mitigation application from them and stating whether the application was complete or incomplete;
- b. any notices stating the outcome of your evaluation of their application;
- c. any proposed written agreement that offered a loss mitigation option to my client;
- d. any written agreement signed by my client that provided for a loss mitigation option; and
- e. any notices stating the outcome of their appeal of your denial of a loan modification.

12. For any payments made by my clients pursuant to a temporary or permanent short sale offer, trial period plan, forbearance, or any other loss mitigation offer from origination to the present, describe the following:

- a. the date you received each payment;
- b. the amount of each payment;
- c. a breakdown showing the amount, if any, of each payment that was applied to principal, interest, escrow, fees and charges, and the amount, if any, sent to any suspense or unapplied funds account; and

- d. the date, amount, and destination of any payment or amount that was applied from a suspense or unapplied funds account.

13. If you initiated a foreclosure proceeding against my clients since you have been servicer of the mortgage loan, identify or provide the following:

- a. the date the matter was referred to your attorney to begin the legal foreclosure process;
- b. the date you or your attorney made the first notice or filing to begin the foreclosure process, and a description of the actions taken;
- c. any steps taken to schedule the foreclosure sale, and the date those steps were taken;
- d. the date of any scheduled or rescheduled foreclosure sale; and
- e. any notices sent to my clients about the foreclosure of their mortgage loan.

14. Provide any appraisal, broker's price opinion, automated valuation model analysis, or other assessment of the value of the property securing my clients' mortgage loan from origination to the current date.

15. Provide any notes or logs created by your personnel or any prior servicer's personnel reflecting communications with my clients about their request for loss mitigation assistance or about their default on the loan since you have been servicer of the mortgage loan.

16. Please provide all documents which indicate the criteria for providing the consumers a loss mitigation option of a partial claim, and indicate whether the consumers were considered for this option and provide all documents which were reviewed in making the decision not to provide the consumers the loss mitigation option of a partial claim and instead providing the consumers a FHA Hamp as described in your letter dated February 28, 2020.

17. Please provide all documents which indicate the criteria for providing the consumers a loss mitigation option of a FHA Hamp instead of a partial claim and provide all documents which were reviewed in making the decision not to provide the consumers the loss mitigation option of a partial claim and instead providing the consumers a FHA Hamp as described in your letter dated February 28, 2020.

Sincerely,



John B. Ennis, Esq.



## John B. Ennis

*Attorney at Law*

1200 Reservoir Avenue  
Cranston, Rhode Island 02920

Tel. (401) 943-9230

Fax (401) 679-0035

### AUTHORIZATION

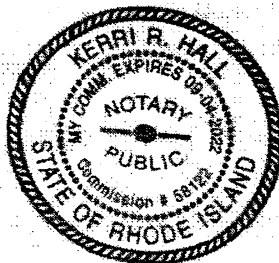
I, Olivia Manny Chum, authorize my Attorney, JOHN B. ENNIS, ESQ., to communicate on my behalf and/or to discuss with Nationstar Mortgage, LLC or any other entity or servicer regarding my mortgage serviced by Nationstar Mortgage, LLC regarding Loan No. [REDACTED] for the property located at 115 Second Avenue, Cranston, Rhode Island 02910. This authorization does not designate the address of John B. Ennis, Esq., at 1200 Reservoir Avenue, Cranston, Rhode Island 02920 as my address for any Rhode Island General Law Notices or any Notices required pursuant to the terms of my mortgage. All such notices must be mailed to my home address and not to my attorney. All mortgage statements are to be mailed to me at my home address, not the address of my attorney. **NO MONTHLY STATEMENTS OR ANY NOTICES PURSUANT TO FEDERAL LAW, STATE LAW OR THE TERMS OF MY MORTGAGE SHOULD BE MAILED TO 1200 RESERVOIR AVENUE, CRANSTON, RI 02920.** No phone calls are to be made by Nationstar Mortgage, LLC or any entity or person acting on its behalf to me at my home or cellular number. Any purported prior consent to make such calls is withdrawn.

11-15-2019  
Date

Olivia Chum  
OLIVIA MANNY CHUM  
SSN # [REDACTED]

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

Subscribed and sworn to before me on the 15<sup>th</sup> day of November 2019.



Kerri R. Hall  
Notary Public



8950 Cypress Waters Blvd.  
Coppell, TX 75019

02/28/2020



OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)



YOUR INFO  
LOAN NUMBER

PROPERTY ADDRESS  
115 SECOND AVE  
CRANSTON, RI 02910

1033 2 MB 0.439 T4 P1 AUTO 297150.1-NNNNNN-30335683  
SOCHANNA CHUM  
OLIVIA MANNY CHUM  
C/O JOHN B. ENNIS ESQ.  
1200 RESERVOIR AVENUE  
CRANSTON, RI 02920

Dear SOCHANNA CHUM and OLIVIA MANNY CHUM,

You are approved to enter into a trial plan under the HAMP FHA Trial Program. This letter agreement explains the steps in the process toward qualifying for a **permanent** loan modification. It is important that you read this information in its entirety and completely understand the steps required to successfully complete the Trial Period Plan and obtain a permanently modified mortgage.

There are steps that need to be taken in order to accept this offer. These are outlined in the section titled, "What do I need to do."

The trial plan created for your account is displayed in the Trial Period Payment Schedule below.

**Trial Period Payments Schedule\***

<b>Trial Payment Plan</b>	<b>Payment Due Date (Payments must be received by the last day of the month)</b>	<b>Trial Payment</b>
1 <sup>st</sup> payment	04/01/2020	\$1,385.96
2 <sup>nd</sup> payment	05/01/2020	\$1,385.96
3 <sup>rd</sup> payment	06/01/2020	\$1,385.96

\*To successfully complete the Trial Period Plan, after you accept the trial agreement in writing and return it to us, we must receive your Trial Period Plan payments **on or before** the last day of each month reflected in the above chart.

In order to accept the trial plan, you must first return the executed trial plan letter agreement to us, and then we must receive the first Trial Period Plan payment by the last day of the first month reflected in the above chart. If we do not timely receive your executed trial plan letter agreement, and/or if the first Trial Period Plan payment is not received by the due date, this offer will be revoked and we may refer your mortgage to foreclosure, or if your loan has been referred to foreclosure, foreclosure proceedings may continue and a foreclosure sale may occur.

If you are unable or unwilling to pay the monthly trial payments listed above, we may have other options for you — such as a short sale or a mortgage release (deed in lieu).

Once you have returned the signed document and successfully made each of the monthly Trial Period Plan payments by the due dates, we will send you the final modification agreement which is required to be signed and returned to us. We will also sign this agreement.

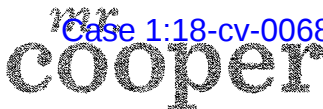
#### **What do I need to do?**

##### **Step 1: To Accept This Offer**

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.  
If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.



297150.1-1033.1



CHANGING THE FACE OF HOME LOANS



Please sign and return this letter agreement to us so we receive it before the last day of the first month reflected in the above chart, using one of these options:

Mail: Mr. Cooper, PO Box 619097, Dallas, TX 75261-9741

Fax: 214-488-1993

Email: [modification.assistance@mrcooper.com](mailto:modification.assistance@mrcooper.com)

Send your first Trial Period Plan Payment to the address reflected below for payments\* so that it is received by us on or before the last day of the first month reflected in the above chart.

\*Note that the address for submitting trial plan payments differs from the address to return your signed agreement.

### **Step 2: Make Trial Period Plan Payments**

To successfully complete the Trial Period Plan, you must make the Trial Period Plan payments as set forth in the chart on the previous page.

**Mail:** Mr. Cooper  
Attn: Payment Processing  
PO Box 650783  
Dallas, TX 75265-0783

**Overnight Delivery:** Mr. Cooper  
Attn: Payment Processing - 650783  
1010 W. Mockingbird, Suite 100  
Dallas, TX 75247

### **Other Payment Options Include:**

**Online Payment** allows you to log on to your account anytime to make a payment. Log onto [www.mrcooper.com](http://www.mrcooper.com). There is no charge for this service.

**Phone Payment** is a pay-by-phone service provided through our phone system. There may be a fee of up to \$14 for this service. Call 888-480-2432, Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT).

**MoneyGram® ExpressPayment®** ensures same-day delivery of your payment. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Mr. Cooper loan number. The MoneyGram Receive Code is \*\*\*1678\*\*\*.

All ExpressPayment transactions require cash. The agent will charge a fee for this service.

**Western Union® Quick Collect®** ensures same-day delivery of your payment. Visit your local Western Union Agent. Call 1-800-325-6000 to locate the one nearest you. Complete the Quick Collect form with your name and Mr. Cooper loan number, indicating:

Pay to: Mr. Cooper  
Code City: MRCOOPER  
State: TX

• All Quick Collect transactions require cash. Western Union will charge a fee for this service.

It is important that you thoroughly review the *Additional Trial Period Plan Information and Legal Notices* and *Frequently Asked Questions* information included with this letter agreement.

If you have any questions, your Dedicated Loan Specialist is Edrick Cornes and can be reached at 866-316-2432 or via mail at PO Box 619097, Dallas, TX 75261. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

Sincerely,

Mr. Cooper



CHANGING THE FACE OF HOME LOANS



Loan#: [REDACTED]

By signing below, I acknowledge that I accept this trial plan offer, will follow the steps outlined in this letter agreement, and will keep my trial plan in good standing.

Borrower Signature: \_\_\_\_\_

Date \_\_\_\_\_

Co-Borrower Signature: \_\_\_\_\_

Date \_\_\_\_\_

**Recap of Trial Plan being accepted:****Trial Period Payments Schedule\***

<b>Trial Payment Plan</b>	<b>Payment Due Date (Payments must be received by the last day of the month)</b>	<b>Trial Payment</b>
1 <sup>st</sup> payment	04/01/2020	\$1,385.96
2 <sup>nd</sup> payment	05/01/2020	\$1,385.96
3 <sup>rd</sup> payment	06/01/2020	\$1,385.96

\*To successfully complete the Trial Period Plan, after you accept the trial agreement in writing and return it to us, we must receive your Trial Period Plan payments **on or before** the last day of each month reflected in the above chart.

**If you do not execute this letter agreement and it is not received by Mr. Cooper on or before the last day of the first month reflected on the above chart, this offer will expire.**

Please sign and return this letter agreement to us by one of the following options:

**Mail:** Mr. Cooper, PO Box 619097, Dallas, TX 75261-9741

Fax: 214-488-1993

Email: [modification.assistance@mrcooper.com](mailto:modification.assistance@mrcooper.com)



**Loss Mitigation Options**

You were evaluated for the following program(s):

- **Forbearance Plan** - Declined
- **Denial Reason:** Excessive obligations in relation to income

Due to excessive obligations, we are unable to offer you a modification because we are unable to create an affordable payment without changing the terms of your loan beyond the requirements of the program.

- **HAMP FHA** - Approved

If you have any questions, your Dedicated Loan Specialist is Edrick Cornes and can be reached at 866-316-2432 or via mail at PO Box 619097, Dallas, TX 75261. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

You have the right to appeal non-approval for a modification or to discuss loss mitigation options that may be available to you within 30 calendar days from the date of this notice. The appeal must be in writing and sent to the mailing address below. Please specify the basis for your dispute, and include any documentation you believe is relevant to the appeal, such as property valuation or proof of income.

Mr. Cooper  
Attn: Customer Relations  
PO Box 619098  
Dallas, TX 75261-9741

If you elect to appeal, we will provide you a written notice of our appeal decision within 30 calendar days of receiving your appeal. Our appeal decision is final, and not subject to further appeal.

Please be advised that your mortgage may be subject to foreclosure under the following circumstances:

- Loss mitigation is not a viable option for you.
- You have not successfully completed a loss mitigation alternative for which you have been approved.
- You have been denied for loss mitigation (and the appeal period has expired or you have not successfully appealed the denial).
- We have been unable to consider you for alternatives, due to your failure to fully respond to our request for additional information.





CHANGING THE FACE OF HOME LOANS



### **Additional Trial Period Plan Information and Legal Notices**

**Please note that except for your monthly mortgage payment amount during the Trial Period Plan, the terms of your existing note and all mortgage requirements remain in effect and unchanged during the Trial Period Plan.**

**We must receive each payment in the month in which it is due. If you miss a payment or do not fulfill the terms of your Trial Period Plan, this offer will end and your mortgage loan will not be modified.**

**We will not refer your loan to foreclosure or proceed to foreclosure sale during the Trial Period Plan, provided you are complying with the terms of the Trial Period Plan.**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the Trial Period Plan or do not or no longer qualify for a permanent loan modification.
- You agree that we may hold the Trial Period Plan payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that we will not owe you interest on the amounts held in the account. If any money is left in this account at the end of the Trial Period Plan and you qualify for a permanent loan modification, those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- Our acceptance and posting of your payment during the Trial Period Plan will not be deemed a waiver of the acceleration of your loan and related activities, including the right to resume or continue foreclosure actions if you fail to comply with the terms of the plan, and shall not constitute a cure of your mortgage default unless such payments are sufficient to completely cure the default.

**If your monthly payment did not include escrows for taxes and insurance, you may now be required to do so:**

- You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree that we may establish an escrow account and that you will pay required escrows into that account, unless prohibited by applicable law.

**Your current loan documents remain in effect; however, you may make the Trial Period Plan payment instead of the payment required under your loan documents.**

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

**The Trial Period Plan notice may be rescinded if eligibility was based upon inaccurate or incomplete information**

- This Trial Period Plan offer is contingent on you having provided accurate and complete information. We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for the Trial Period Plan.

**If you previously received a Chapter 7 bankruptcy discharge, but did not reaffirm the mortgage debt under applicable law:**

- You agree that you were discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Mr. Cooper agrees that you will not have personal liability on the debt pursuant to this Trial Period Plan or subsequent permanent loan modification.



### Frequently Asked Questions

#### Q. What else should I know about this offer?

- If you make your new Trial Period Plan payments timely, and you continue to remain eligible for the permanent modification, **we will not conduct a foreclosure sale.**
- You will not be charged any fees for this Trial Period Plan or a permanent modification.
- There is no prepayment penalty during this modification.
- If you choose to accept this modification and then fall behind on your payments, you may not be eligible for another modification.
- If your loan is modified, we will waive all unpaid late charges.
- **Credit Reporting:** We will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. **CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A TRIAL PERIOD PLAN MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE.** For more information about your credit score, go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.
- You may be required to attend credit counseling.

#### Q. Why is there a Trial Period Plan?

The Trial Period Plan offers you immediate payment relief and gives you time to make sure you can manage the estimated new monthly mortgage payment. The Trial Period Plan is temporary, and your existing loan and loan requirements remain in effect and unchanged during the Trial Period Plan.

#### Q. When will I know if my loan can be modified permanently and how will the modified loan balance be determined?

If you continue to remain eligible for the permanent modification, once you make all of your Trial Period Plan payments on time and return to us two copies of a modification agreement with your signature, we will sign one copy and send it back to you so that you will have a fully executed modification agreement detailing the terms of the modified loan. Any difference between the amount of the Trial Period Plan payments and your regular mortgage payments will be added to the balance of your loan along with any other past due amounts as permitted by your loan documents. While this will increase the total amount that you owe, it should not significantly change the amount of your modified mortgage payment as that is determined based on your total monthly gross income, not your loan balance.

#### Q. Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?

YES. Once your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage. Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.



**Notices of Error:**

If you believe an error has been made with respect to the mortgage loan, you should provide to us in writing the following information: Your name (and the name of the borrower, if you are an authorized third party), the loan account number, and the error you believe has occurred. To submit a notice of error, you must send this information to the following address:

Mr. Cooper  
Attn: Notice of Error/Request for Information  
PO Box 619098  
Dallas, TX 75261-9741

**Requests for Information:**

To request information regarding the account, you should provide to us in writing the following information: Your name (and the name of the borrower, if you are an authorized third party), the loan account number, and the information you are requesting with respect to your mortgage loan. To submit a request for information, you must send this information to the following address:

Mr. Cooper  
Attn: Notice of Error/Request for Information  
PO Box 619098  
Dallas, TX 75261-9741



FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
44101  
PERMIT NO. 965

*mr.*  
**cooper**  
MA

8950 Cypress Waters Blvd.  
Coppell, TX 75019

CHANGING THE FACE OF HOME LOANS



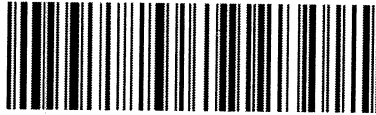
1033 2 MB 0439 T4 P1 AUTO 297150.1-NNNNIN-3033568  
SOCHANNA CHUM  
OLIVIA MANNY CHUM  
C/O JOHN B. ENNIS ESQ.  
1200 RESERVOIR AVENUE  
CRANSTON, RI 02920

RECEIVED MAR 05 2020

John B. Ennis Esq.  
1200 Reservoir Avenue  
Cranston RI 02920

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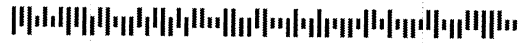
**USPS CERTIFIED MAIL**



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Nationstar Mortgage AKA Mr. Cooper  
Attn Request for Information  
PO Box 619098  
Dallas TX 75261-9741



US POSTAGE AND FEES PAID

**FIRST-CLASS**

Mar 09 2020

Mailed from ZIP 02920

2 oz First-Class Mail Letter



071S00777793

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FOLD ALONG THIS LINE

**John B. Ennis**  
*Attorney at Law*  
**1200 Reservoir Avenue**  
**Cranston, Rhode Island 02920**

**Tel. (401) 943-9230**

**Fax (401) 679-0035**

March 9, 2020

Nationstar Mortgage

Attn: Customer Relations

P.O. Box 619098

Dallas, TX 75261-9741

Client: Sochanna Chum and Olivia Manny Chum

Property Address: 115 Second Avenue

Cranston, Rhode Island 02910-5024

Loan No: [REDACTED]

**Re: Request for Information Pursuant to Section 1024.36 of Regulation X**

Dear Sir or Madam:

This is a Request for Information relating to your servicing of the mortgage loan of the above-named clients. All references herein are to Regulation X of the Mortgage Servicing Act as amended by the Consumer Financial Protection Bureau pursuant to the Dodd Frank Act.

The written authority of the clients to my law firm for this Request is attached hereto and incorporated herein by this reference.

Pursuant to Section 1024.36(c) of Regulation X, you must within five (5) days (excluding legal public holidays, Saturdays and Sundays) provide our office with a response to this Request acknowledging receipt of this information request.

Pursuant to Section 1024.36(d), you must respond no later than thirty (30) days (excluding legal public holidays, Saturdays and Sundays) after you receive this request for information.

Please provide the following information within the time periods noted herein:

**Please provide the following information regarding the trial modification, attached to this Request for Information offered to the consumer:**

- 1. The interest bearing principal balance of the loan modification**
- 2. The non-interest bearing principal balance**
- 3. Any principal forgiveness**
- 4. Any interest and expense forgiveness**
- 5. Any principal forbearance**
- 6. Any interest and expense forbearance**
- 7. Any fees and expenses added to the mortgage loan included in the loan modification**
- 8. The term of the proposed modification**
- 9. The interest rate of the proposed modification**

10. The monthly payment for principal and interest of the proposed modification
11. The monthly payment for escrow of the proposed modification
12. The escrow balance at the commencement of the permanent modification
13. All fees and costs and documentation regarding these fees and costs, which are capitalized in the modification
14. Whether this modification is a partial claim

The consumers also request that you advise them that if they make all payments on the trial modification, they will be offered a permanent modification without any conditions other than making all the trial payments on the terms stated in the trial modification offer.

Sincerely,

A handwritten signature in black ink, appearing to read "John B. Ennis", written in a cursive style.

John B. Ennis, Esq.

## John B. Ennis

*Attorney at Law*

1200 Reservoir Avenue  
Cranston, Rhode Island 02920

Tel. (401) 943-9230

Fax (401) 679-0035

### AUTHORIZATION

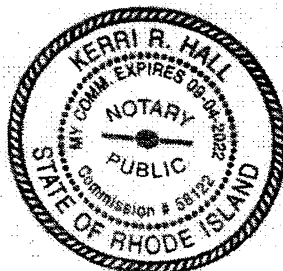
I, Olivia Manny Chum, authorize my Attorney, JOHN B. ENNIS, ESQ., to communicate on my behalf and/or to discuss with Nationstar Mortgage, LLC or any other entity or servicer regarding my mortgage serviced by Nationstar Mortgage, LLC regarding Loan No. [REDACTED] for the property located at 115 Second Avenue, Cranston, Rhode Island 02910. This authorization does not designate the address of John B. Ennis, Esq., at 1200 Reservoir Avenue, Cranston, Rhode Island 02920 as my address for any Rhode Island General Law Notices or any Notices required pursuant to the terms of my mortgage. All such notices must be mailed to my home address and not to my attorney. All mortgage statements are to be mailed to me at my home address, not the address of my attorney. **NO MONTHLY STATEMENTS OR ANY NOTICES PURSUANT TO FEDERAL LAW, STATE LAW OR THE TERMS OF MY MORTGAGE SHOULD BE MAILED TO 1200 RESERVOIR AVENUE, CRANSTON, RI 02920.** No phone calls are to be made by Nationstar Mortgage, LLC or any entity or person acting on its behalf to me at my home or cellular number. Any purported prior consent to make such calls is withdrawn.

11-15-2019  
Date

Olivia Chum  
OLIVIA MANNY CHUM  
SSN # [REDACTED]

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

Subscribed and sworn to before me on the 15<sup>th</sup> day of November 2019.



Kerri R. Hall  
Notary Public



8950 Cypress Waters Blvd.  
Coppell, TX 75019

02/28/2020



OUR INFO  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

YOUR INFO  
LOAN NUMBER

PROPERTY ADDRESS  
115 SECOND AVE  
CRANSTON, RI 02910

SOCHANNA CHUM  
OLIVIA MANNY CHUM  
C/O JOHN B. ENNIS ESQ.  
1200 RESERVOIR AVENUE  
CRANSTON, RI 02920

Dear SOCHANNA CHUM and OLIVIA MANNY CHUM,

You are approved to enter into a trial plan under the HAMP FHA Trial Program. This letter agreement explains the steps in the process toward qualifying for a **permanent** loan modification. It is important that you read this information in its entirety and completely understand the steps required to successfully complete the Trial Period Plan and obtain a permanently modified mortgage.

There are steps that need to be taken in order to accept this offer. These are outlined in the section titled, "What do I need to do."

The trial plan created for your account is displayed in the Trial Period Payment Schedule below.

**Trial Period Payments Schedule\***

Trial Payment Plan	Payment Due Date (Payments must be received by the last day of the month)	Trial Payment
1 <sup>st</sup> payment	04/01/2020	\$1,385.96
2 <sup>nd</sup> payment	05/01/2020	\$1,385.96
3 <sup>rd</sup> payment	06/01/2020	\$1,385.96

\*To successfully complete the Trial Period Plan, after you accept the trial agreement in writing and return it to us, we must receive your Trial Period Plan payments **on or before** the last day of each month reflected in the above chart.

In order to accept the trial plan, you must first return the executed trial plan letter agreement to us, and then we must receive the first Trial Period Plan payment by the last day of the first month reflected in the above chart. If we do not timely receive your executed trial plan letter agreement, and/or if the first Trial Period Plan payment is not received by the due date, this offer will be revoked and we may refer your mortgage to foreclosure, or if your loan has been referred to foreclosure, foreclosure proceedings may continue and a foreclosure sale may occur.

If you are unable or unwilling to pay the monthly trial payments listed above, we may have other options for you -- such as a short sale or a mortgage release (deed in lieu).

Once you have returned the signed document and successfully made each of the monthly Trial Period Plan payments by the due dates, we will send you the final modification agreement which is required to be signed and returned to us. We will also sign this modification agreement and your account will be permanently modified in accordance with the terms of the modification agreement.

#### **What do I need to do?**

##### **Step 1: To Accept This Offer**

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.





Please sign and return this letter agreement to us so we receive it before the last day of the first month reflected in the above chart, using one of these options:

Mail: Mr. Cooper, PO Box 619097, Dallas, TX 75261-9741  
Fax: 214 488 1893  
Email: [modification.assistance@mrcoper.com](mailto:modification.assistance@mrcoper.com)

Send your first Trial Period Plan Payment to the address reflected below for payments\* so that it is received by us on or before the last day of the first month reflected in the above chart.

\*Note that the address for submitting trial plan payments differs from the address to return your signed agreement.

**Step 2: Make Trial Period Plan Payments**

To successfully complete the Trial Period Plan, you must make the Trial Period Plan payments as set forth in the chart on the previous page.

**Mail:** Mr. Cooper  
Attn: Payment Processing  
PO Box 650783  
Dallas, TX 75265-0783

**Overnight Delivery:** Mr. Cooper  
Attn: Payment Processing - 650783  
1010 W. Mockingbird, Suite 100  
Dallas, TX 75247

**Other Payment Options Include:**

**Online Payment** allows you to log on to your account anytime to make a payment. Log onto [www.mrcoper.com](http://www.mrcoper.com). There is no charge for this service.

**Phone Payment** is a pay-by-phone service provided through our phone system. There may be a fee of up to \$14 for this service. Call 888-480-2432, Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT).

**MoneyGram® ExpressPayment®** ensures same-day delivery of your payment. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Mr. Cooper loan number. The MoneyGram Receive Code is \*\*\*1678\*\*\*. All ExpressPayment transactions require cash. The agent will charge a fee for this service.

**Western Union® Quick Collect®** ensures same-day delivery of your payment. Visit your local Western Union Agent. Call 1-800-325-6000 to locate the one nearest you. Complete the Quick Collect form with your name and Mr. Cooper loan number, indicating:

Pay to: Mr. Cooper  
Code City: MRCCOPER  
State: TX

- All Quick Collect transactions require cash. Western Union will charge a fee for this service.

It is important that you thoroughly review the *Additional Trial Period Plan Information and Legal Notices* and *Frequently Asked Questions* information included with this letter agreement.

If you have any questions, your Dedicated Loan Specialist is Edrick Cornes and can be reached at 866-316-2432 or via mail at PO Box 619097, Dallas, TX 75261. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT). Visit us on the web at [www.mrcoper.com](http://www.mrcoper.com) for more information.

Sincerely,

Mr. Cooper



**Copy**Loan#: [REDACTED]

By signing below, I acknowledge that I accept this trial plan offer, will follow the steps outlined in this letter agreement, and will keep my trial plan in good standing.

Borrower Signature: \_\_\_\_\_

Date \_\_\_\_\_

Co-Borrower Signature: \_\_\_\_\_

Date \_\_\_\_\_

**Recap of Trial Plan being accepted:****Trial Period Payments Schedule\***

<b>Trial Payment Plan</b>	<b>Payment Due Date (Payments must be received by the last day of the month)</b>	<b>Trial Payment</b>
1 <sup>st</sup> payment	04/01/2020	\$1,385.96
2 <sup>nd</sup> payment	05/01/2020	\$1,385.96
3 <sup>rd</sup> payment	06/01/2020	\$1,385.96

\*To successfully complete the Trial Period Plan, after you accept the trial agreement in writing and return it to us, we must receive your Trial Period Plan payments **on or before** the last day of each month reflected in the above chart.

**If you do not execute this letter agreement and it is not received by Mr. Cooper on or before the last day of the first month reflected on the above chart, this offer will expire.**

Please sign and return this letter agreement to us by one of the following options:

**Mail:** Mr. Cooper, PO Box 619097, Dallas, TX 75261-9741

**Fax:** 214-488-1993

**Email:** [modification.assistance@mrcooper.com](mailto:modification.assistance@mrcooper.com)